

RURAL MUNICIPALITY OF LAURIER NO. 38**BYLAW NO. 11-2021****A BYLAW TO PROVIDE REGULATIONS FOR THE USE, CARE AND MAINTENANCE OF THE RADVILLE-LAURIER CEMETERY**

The Council of the Rural Municipality of Laurier No. 38, in the Province of Saskatchewan enacts as follows:

PART 1 – SCOPE

1. This bylaw shall be cited as the “CEMETERY BYLAW”.
2. This bylaw shall apply only to the burial of dead human remains in the Radville-Laurier Cemetery, the location of which is Part of the South West Section 12 Township 6 Range 18 West of the Second Meridian, shown as Parcel A Plan 91R29404 Extension 0.

PART 2 – DEFINITIONS

1. For the purpose of this Bylaw, the following definitions shall apply:
 - (a) **ADMINISTRATOR** – shall mean the Rural Municipal Administrator appointed by the Rural Municipality of Laurier No. 38, operating in conjunction with members of Council having responsibility for the cemetery; and for the purpose of this Bylaw shall include any person appointed by the Administrator from time to time, to act on his/her behalf in the administration of this Bylaw.
 - (b) **BLOCK** – shall mean a division of land which is subdivided into lots.
 - (c) **BURIAL SITE FEES** – shall mean the fees charged by the Rural Municipality of Laurier No.38 prior to interment, and shall include the locating/staking of the gravesite, leveling of the gravesite after burial, the seeding of grass and supervision of foundation and monument placement.
 - (d) **CARETAKER** – shall mean any person with whom the Municipality has contracted for the purpose of providing perpetual care of the Radville-Laurier Cemetery.
 - (e) **CEMETERY** – shall mean the Radville-Laurier Cemetery as defined in Part 1 (2) of this Bylaw.
 - (f) **COLUMBARIUM**-means a structure or building designed for the purpose of storing or interring cremated human remains in sealed compartments or niches.
 - (g) **COUNCIL** – shall mean the Council of the Rural Municipality of Laurier No. 38.
 - (h) **CREMAINS** – shall mean the remains of a human body that has been cremated.
 - (i) **DISINTERMENT**- means the removal of buried human remains or cremated human remains or the removal of an urn with cremated human remains from a columbarium.
 - (h) **FOUNDATION** – shall mean a platform made of re-enforced concrete and monument. Foundations shall be:
 - a **minimum** of:
 - 42 inches long X 30 inches wide X 3.5 inches thick
(106.68 cm long X 76.2 cm wide X 8.89 cm thick)
 - and a **maximum** of:
 - 60 inches long X 40 inches wide X 3.5 inches thick
(152.4 cm long X 101.6 cm wide X 8.89 cm thick)
 - (i) **GRAVE** – shall mean a subdivision of a lot in the cemetery, measuring Five (5) feet X Ten (10) feet - (1.52 metres X 3.05 metres), for the purpose of a single burial.

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- (j) **GRAVE COVER** – shall mean a cover of fiberglass, plastic, marble, granite, concrete, crushed rock or brick, placed over interred remains.
- (k) **GRAVE MARKER** – shall mean a flat marker manufactured of granite, marble or bronze, with its upper surface flush or level with the ground,
- (l) **LOT** – shall mean a subdivision of a block in the cemetery, measuring Twenty (20) feet X Ten (10) feet - (6.10 metres X 3.05 metres), which shall contain 2 or more graves for the purpose of a single burial.
- (m) **MEMORIAL** – means a marker, headstone, tombstone, monument, plaque or inscription constructed of bronze, granite, marble, or steel, or any other permitted material, that is used to identify a lot or memorialize a deceased person placed in a said lot or niche.
- (n) **MONUMENT** – shall mean an upright marble, granite, stone, concrete or metal marker which shall extend above the surface of the foundation bearing the name of the interred deceased person for memorial purposes. The monument may be comprised of a base(s) and headstone as described in APPENDIX "A".
- (o) **MUNICIPALITY** – shall mean the Council, Administration, and/or staff of the Rural Municipality of Laurier No. 38.
- (p) **NEW CEMETERY**– Blocks 18 to and including 21; excepting Block 19 Lots 1, 2, 23, 24, 25, 26, 48, and 47.
- (q) **NICHE**- means a sealed compartment located in a above ground columbarium used to hold cremated human remains in an urn.
 - i. Companion niche in Public columbarium is designed to hold two standard sized urns and has interior dimensions 27.94 cm x 27.94 cm x 45.72 cm (12.5 x 12.5 x 14 inches).
- (r) **NICHE PLATE**-means the engraved bronze plaque attached to a single or companion niche bearing the person(s) name and relative information for the person interred in the niche.
- (s) **OLD CEMETERY**– shall be Blocks 1 to and including 17.
- (t) **PERPETUAL CARE** – shall mean the basic maintenance of the Radville-Laurier Cemetery and shall include the leveling of the ground, seeding of grass, cutting of grass and trees as required; but shall not include maintenance, repair, or replacement of monuments or markers.
- (u) **PERSONAL OR ESTATE COLUMBARIUM** – Columbarium containing a maximum of eight (8) niches to hold the cremains of members of a family unit.
- (v) **PLOT** – shall mean the equivalent of a lot.
- (w) **SCATTERING** – shall mean the distribution of cremains.
- (x) **SCATTERING GARDEN** – shall mean the portion of the Radville-Laurier Cemetery for the purpose of scattering cremains.
- (y) **Urn** means a container into which cremated remains are placed prior to interment, entombment or scattering.
- (z) **Vault** means a structural enclosure designed to cover a casket or urn and used to prevent sinking or slumping of plots and usually made of fiberglass, Steel or concrete.

PART 3 – BURIAL SECTIONS

Sections of the cemetery shall be set out for burial as follows:

1. Blocks 1 to 17 shall be cited as the OLD CEMETERY.
2. Blocks 18 to 21; excepting Block 19, Lots 1, 2, 23, 24, 25, 26, 48, and 47; shall be cited as the NEW CEMETERY.
3. Block 19 Lots 1, 2, 23, 24, 25, 26, 48, and 47 shall be cited as the SCATTERING GARDEN.

PART 4 – GRAVES, NICHES, BURIALS AND RESERVATIONS

1. A person may reserve a grave(s) or niche(s) by paying in full at the Rural Municipal Office, the purchase price set out in “APPENDIX A” and all burials shall be subject to the schedule of *Burial Site Fees* for services, attached to and forming part of this Bylaw. The grave(s) or niche(s) shall be reserved for the use of the party who has paid the purchase price, a member of the party’s family, or for a burial upon his/her instructions of an heir.

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2. The Administrator shall make all sales of graves and niches for the cemetery and shall receive all monies resulting from the sale of such graves and burial site fees, depositing the same into the funds of the municipality. The sale of all niches in the public columbarium shall be kept in a separate bank account and the funds shall remain there until required for the purchase of additional columbaria or cemetery infrastructure.
3. The purchaser of a grave(s) or niche(s) shall have the right to use the grave or niche for no other purpose than for the burial of the human dead in accordance with the provisions of this Bylaw and any amendments or regulations passed from time to time and as provided for in *The Cemeteries Act, 1999* and *The Cemeteries Regulations, 2001*, *The Public Health Act, 1994* and regulations thereunder; and *The Vital Statistics Act, 2009* and regulations thereunder; and any amendments pursuant to these; and the purchaser shall acquire no other rights whatsoever.
4. A purchaser of a grave(s) or niche(s) desiring to transfer ownership rights to another party may do so by providing written notification with the ownership, and the full name and address of the new owner. In exchange for the ownership rights, the original purchaser shall receive a payment not to exceed the original purchase price.
5. The municipality will take all reasonable precautions to protect the purchaser and rights of the purchaser within the cemetery from loss or damage; however the Cemetery distinctly disclaims all responsibility for a loss or damage from vandalism, invasions, insurrections, riots or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
6. It is the duty of the purchaser to notify the Municipality of any change in his/her postal address.

PART 5 – TRAFFIC

3. Vehicles operated within the confines of the Cemetery shall not travel at a speed greater than twenty (20) kilometers per hour.
4. No person, except those employed in the performance of their duties, shall drive a vehicle on any part of the Cemetery other than a roadway provided for that purpose.

PART 6 – GRAVE COVERS, MARKERS, MEMORIALS AND MONUMENTS

1. Grave covers will not be permitted in the cemetery from the date of the passing of this Bylaw; excepting those already in place; or pursuant to Part 6 section 2. In the event an existing grave cover falls into a state of deterioration and needs to be removed from its existing location, no further grave cover will be permitted to be re-installed.
2. Only those gravesites; that after the removal of a grave cover have an existing concrete border in good condition, as determined by the caretaker, may be covered with crushed rock or seeded to grass at the discretion of the caretaker.
3. Fences, borders, railings, curbs, copings, trellises, walls, hedges, or grave coverings of any kind on or around a grave are prohibited; excepting those already in place. In the event the existing fence, border, railing, curb, coping, trellis, wall hedge or grave covering of any kind falls into a state of deterioration and needs to be removed from its existing location, no further fence, border, railing, curb, coping, trellis, wall, hedge or grave covering of any kind will be permitted to be re-installed.
4. Any such grave cover, fence, border, railing, curb, coping, trellis, wall, hedge, or grave covering of any kind in existence at the date of the passing of this Bylaw will be removed free of charge by the Municipality upon written request of the purchaser or family thereof.
5. All grave markers or monuments shall be installed on a foundation, which has the top surface flush with the ground, and all grave markers and monuments will be located no less than Ten (10) inches - (twenty-five (25) centimeters) from all outer edges of the foundation as described in APPENDIX "A".
6. In the OLD CEMETERY, flat grave markers or monuments of granite, marble, or any durable non-corrosive material being installed or replaced shall be installed on an adequate and suitable foundation pursuant to this bylaw as described in APPENDIX "A".

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7. In the NEW CEMETERY, flat grave markers or monuments of granite, marble, or any durable non-corrosive material shall be installed on a foundation pursuant to this bylaw as described in APPENDIX "A".
8. In the SCATTERING GARDEN, bronze plaques measuring Ten (10) inches X Three (3) inches - (25.4 centimeters X 7.62 centimeters), with polished beveled edges, having stud placement eight (8) inches - (20.3 centimeters) on center, complete with rosettes, machine screws and expansion sleeves as described in APPENDIX "A", are to be professionally installed on the Scattering Garden Monument. Families with two cremains scattered in the Scatter Garden shall be permitted to install a Custom made "dual" plaque measuring Ten (10) inches x Seven Inches - (25.4 centimeters X 17.78 centimeters) with polished beveled edges and having stud placements which align with the pre-drilled holes on the Scatter Garden monument. This plaque shall be installed complete with rosettes, machine screws and expansion sleeves as described in APPENDIX "A", and professionally installed on the Scattering Garden Monument.
9. Individual or family Columbaria(s) shall be permitted on graves where no other headstone, monument, marker or memorial exists and shall be placed on a foundation that extends 20 cm (10 inches) on all sides of the columbaria and is a minimum of 6 inches thick (15.24 cm).
10. All temporary markers supplied by funeral homes may be removed by the Caretaker after a period of Six (6) months has lapsed.
11. Where two graves have been purchased side by side in the cemetery, one monument may be placed at the head center of the two graves.
12. Where cremains will be interred on a grave already containing remains for which a marker or monument is in existence, as the case may be, an additional marker or monument may be erected providing:
 - 1) that a foundation (pursuant to Section 6.5) be installed
 - 2) that the additional monument is not placed in front of any existing
 - 3) that the new monument is "stacked" on top and/or below an existing monument,
13. The Municipality reserves the right to ask the purchaser and/or the purchaser's family to adjust any grave marker or monument that is installed improperly and the charges of such adjustments will be born solely by the purchaser or family thereof.
14. No trees, shrubs or boundary markers around or on a grave or graves shall be permitted.
15. The Municipality reserves the right to remove any grave cover, marker, or monument that:
 - a. Is deemed unsightly; and
 - b. Is at least 10 years old and is damaged; or
 - c. Falls into a state of disrepair and the purchaser or family thereof neglects or refuses to repair or remove same.
16. Any removal pursuant to Part 6.18 shall only take place after no less than Sixty (60) days written notice to the purchaser or a known family member of the purchaser has been forwarded to his/her last known address.
17. All persons or businesses constructing or erecting grave markers or monuments or those desiring to do any other digging or landscape work on lots or graves in the Cemetery shall contact the Caretaker, and be subject to the discretion and supervision of the Caretaker; and in the case of any such person or persons refusing to obey the directions or orders of the Caretaker, the person or persons shall be removed from the Cemetery.
18. Installation of monuments shall take place Monday through Friday between 9:00 a.m. and 5:00 p.m., under the supervision of the Caretaker, unless otherwise authorized by the caretaker.
19. Heavy loads for the purpose of constructing markers or monuments will not be allowed to enter the Cemetery when the roads are in an unfit condition.
20. Workmen installing monuments or markers shall leave the cemetery grounds in a neat and tidy condition removing all excess dirt and materials.
21. Perpetual Care Maintenance of markers and monuments is limited to keeping the headstones upright and level.
22. The Municipality accepts no responsibility for degradation of markers and monuments due to normal wear or deterioration. Minor chipping of the base portion of monuments as a result of grass mowing is considered normal wear and tear. Grazing of flat markers installed prior to 2008 or those that do not

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have a base which complies with this bylaw shall also be considered normal wear and tear.

23. No monument or part thereof containing wood or glass will be approved. Other materials requested for monuments are subject to prior approval of the R.M. of Laurier #38 Council and requests must be submitted in writing at least 90 days prior to installation.
24. The person installing or contracting to have installed any monument is responsible for determining the width of the grave or graves to be marked and assumes all costs and responsibility for errors and the correction of errors.
25. Foot markers shall NOT be installed.

PART 7 – COLUMBARIA AND NICHES

1. The municipality shall be the sole keeper of all keys to the columbaria with niches available for sale to the public.
2. All Cremains placed in a niche shall be contained in a metal or glass urn. No cremains shall be placed in a niche in a wooden, fabric, or paper cardboard container.
3. Niches where previous cremains have been placed shall only be opened under the direction of certified Funeral Director.
4. Niches shall only be marked with a bronze plaque purchased through the R.M. of Laurier. The R.M. of Laurier shall be responsible for the installation of the Bronze plaque.

PART 8 – PERPETUAL CARE

1. The Municipality shall assume the general care and maintenance of the entire Cemetery.
2. The Municipality may contract annually for Perpetual Care services.
3. All items placed in the Cemetery by the public will be at their own risk. The municipality accepts no responsibility for any damaged or missing items.
4. No person shall plant any tree, shrub, plant or flower in any place or part of the cemetery excepting for the Caretaker.
5. The Municipality shall undertake to maintain, as may be practicable, the planting of trees and shrubs to preserve and maintain landscape features which may include requests for plantings of an "In Memorial" nature.
6. The Caretaker shall have the right to remove from any grave weeds, grass, plants, or any article deemed to be unsightly.
7. The Caretaker shall have the authority to remove all floral designs, natural or artificial flowers, solar lights, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery as soon as, in the judgment of the Caretaker, they have become unsightly, dangerous, detrimental, or diseased.
8. The Caretaker may authorize to be removed or prevent from being placed any stand, holder, base or other receptacle for flowers or plants, deemed to be unsuitable and a hindrance to the maintenance of the Cemetery.

PART 8 – INTERMENT

1. Before any interment or scattering in the Cemetery, notification to the Administrator must take place at least 24 hours in advance. No installation of an urn in the community columbarium shall take place on a Sunday
2. A grave or niche must be purchased prior to any interment.
3. Registration and payment of the registration fee as set out in "APPENDIX B" the *Schedule Of Fees For Service*, attached to and forming part of this Bylaw must take place prior to any scattering of cremains.
4. Scattered cremains shall be restricted to the Scattering Garden.
5. Any person wishing interment or scattering in the Cemetery, shall provide the Administrator with such particulars as he/she may require for the purpose of maintaining the Cemetery Records **prior to interment**.
6. No interment or scattering shall be made in the cemetery until the provisions of all applicable Statutes and Regulations of the Province of Saskatchewan and of this Bylaw have been complied with.
7. No person shall be buried in any grave unless such person is the owner of the burial rights of the grave or has received consent from the purchaser or agent of the purchaser.
8. It shall be compulsory that a burial container be used in the interment of all

deceased persons in the Cemetery excepting those whose cremains are scattered in the Scattering Gardens. **The Scattering of cremains on top of existing graves is prohibited.**

9. All interments in the Cemetery shall be at a minimum depth as regulated by *The Cemeteries Regulations, 2001*.
10. Subject to subsection 11, no interment of two or more bodies shall be made in one grave except in the case of a parent and a child, or two infants, being interred together in one casket according to APPENDIX "B" **Placement Of Interments**, attached to and forming part of this Bylaw.
11. Notwithstanding subsection 10, a maximum of Four (4) cremains may be interred in the same grave with a body after receiving authorization from the Administrator, and shall be placed according to Appendix "B" **Placement Of Interments**, attached to and forming part of this Bylaw.
12. The Administrator shall, prior to issuing authorization under subsection 11, confirm in the Cemetery records the number of cremains are already interred in the same grave with a body; however the Municipality shall assume no responsibility for placement.
13. A maximum of Six (6) cremains may be interred in a grave containing no body and shall be placed according to APPENDIX "B" **Placement Of Interments**, attached to and forming part of this Bylaw.
14. Subject to subsection 15, no person other than a qualified funeral director shall have charge of the interment of any human body.
15. Cremains may be interred by persons other than a qualified funeral director subject to notification of the caretaker or administrator prior to interment. Persons digging or preparing a grave for interment of cremains shall use a tarp to place any dirt or other material thereon and any surplus material shall be placed in a designated area. All cremains shall be buried a minimum of one metre from the top of the cremation container.
16. The Municipality shall provide without charge graves for the burial of deceased persons whose funeral expenses are paid by another Government Agency or for who is indigent poor of any religious denomination.
17. The funeral home or family desiring to have a grave dug shall first have the grave located and staked and shall notify the Administrator and make arrangements to purchase a grave (unless a grave has already been purchased) and pay the **Burial Site Fees** at the price set out in "APPENDIX B" **Schedule Of Fees For Service**, attached to and forming part of this Bylaw.
18. It shall be the duty of the Cemetery Caretaker to locate and stake a grave before the digging.
19. Notice to have a grave located and staked shall be given no less than 24 hours in advance of the interment. In the case of graves being required for a Sunday or Monday interment, notification shall be provided no later than 2:00 p.m. on the preceding Friday.
20. Salutes involving the discharge of firearms will be permitted only for military funerals. Any use of live ammunition must be approved by the Administrator.

PART 9 – DISINTERMENT

1. No person shall disinter or remove a body from any plot without first producing a written and signed order from the authorized family member or a removal order issued by the Minister of Public Health or *The Corner's Act, 1999* and any regulations pursuant to the act and shall take place only after notification is given to the Administrator. Cremated remains do not require a permit from the Minister responsible for *The Public Health Act* or any successor legislation but shall require notification to the Administrator.
2. Disinterment of Cremains for placement of an Urn in a "joint" vault shall only be permitted. A family member or individual designated by the family of the interred cremains shall sign a Cremains Indemnity Agreement as attached to this bylaw, prior to the disinterment and shall not hold liable the R.M. of Laurier, the Caretakers of the Cemetery or any contractor hired to disinter the cremains for any reason. A fee of \$150.00 plus taxes shall be charged for each disinterment of cremains.
3. Disinterment of Cremains for permanent removal from the cemetery or for placement in a new location within the cemetery shall only be permitted with

the signing of the Cremains Indemnity Agreement attached to this bylaw by a family member or individual designated by the family of the interred cremains. No participant of the disinterment of cremains shall hold liable the R.M. of Laurier, the Caretakers of the Cemetery or any contractor hired to disinter the cremains for any reason. A fee of \$150.00 plus taxes shall be charged for each disinterment of cremains.

4. Where disinterment is deemed permanent and the grave is vacated, ownership rights of the grave shall revert to the Municipality and may be re-sold.

PART 10 – GENERAL REGULATIONS

1. All persons, while in the Cemetery, shall conduct themselves in a quiet and orderly manner.
2. No person shall turn loose or allow to go at large or feed any cattle, swine, horses, dogs, or any other animal in the Cemetery.
3. Persons within the Cemetery shall use only the paths and roadways and no one is permitted to walk upon or across a grave.
4. Persons visiting the Cemetery or attending a funeral are strictly prohibited from picking flowers, wild or cultivated, breaking or injuring any tree, shrub or plant.
5. No person shall write upon, deface or injure any grave, marker, monument, building, sign, fence, gate, or any structure in or around the Cemetery. Any person found guilty of such damage shall be responsible for the cost or repairing same and be subject to the penalty imposed in Part 11 of this Bylaw.
6. The throwing of rubbish or litter on the drives, paths, or any part of the grounds is prohibited.
7. All work in the immediate vicinity that may disrupt the quiet and good order of the Cemetery shall cease while mourners are present at a burial service being conducted at the Cemetery.
8. The Municipality, or any employee in their charge, shall be empowered to remove from the Cemetery, any person or persons disturbing the quiet and good order of the Cemetery by noisy or improper conduct or language.
9. All notices and communications required to be given to purchasers or their heirs, may be delivered either in writing by registered mail to their last known address; or given verbally by the Administrator in the presence of another person and shall be considered sufficient evidence that such notices have been given.
10. The Municipality shall not be responsible for any mistake resulting from lack of precise and proper instructions regarding placement where an interment is to be or has been made.
11. Funeral businesses do not have authority under any circumstances to act as agents for the R.M. of Laurier to communicate pricing or price quotations, or for any other purpose, and the R.M. of Laurier shall not be responsible for any error or misquoted costs communicated by the funeral home to any client.
12. The Municipality hereby expressly reserves the right to adopt additional rules and regulations or to amend, alter, or repeal any rule, regulation, article, section, paragraph, or sentence in these rules and regulations at any time and without notice.
13. The R.M. of Laurier shall accept cash donations for the care or the cemetery and /or for the maintenance of headstones of historical or aesthetically unique headstones neglected by family. These monies shall be deposited into a separate bank account until sufficient funds are in place to carry out a project.
14. Memorial plantings of trees shall be accepted in areas only authorized by the caretaker of the cemetery and shall be only the variety as stated by the caretaker.

PART 11 – PENALTY

1. Any person found guilty of an infraction of this Bylaw or any part thereof, shall be liable on summary conviction, to the penalties prescribed by the General Penalty Bylaw of the Rural Municipality of Laurier No. 38.

PART 12 – REPEAL

1. Bylaw No. 4/2017 is hereby repealed.



Alan Krausker
Reeve.

[Signature]
Administrator.

Read a third time and adopted by resolution of Council this 9th day of December 2021.

[Signature]
Administrator

Alan Krausker
Reeve.



CERTIFIED a true copy of Bylaw 11-2021 adopted by resolution of Council this 9th day of December, 2021.

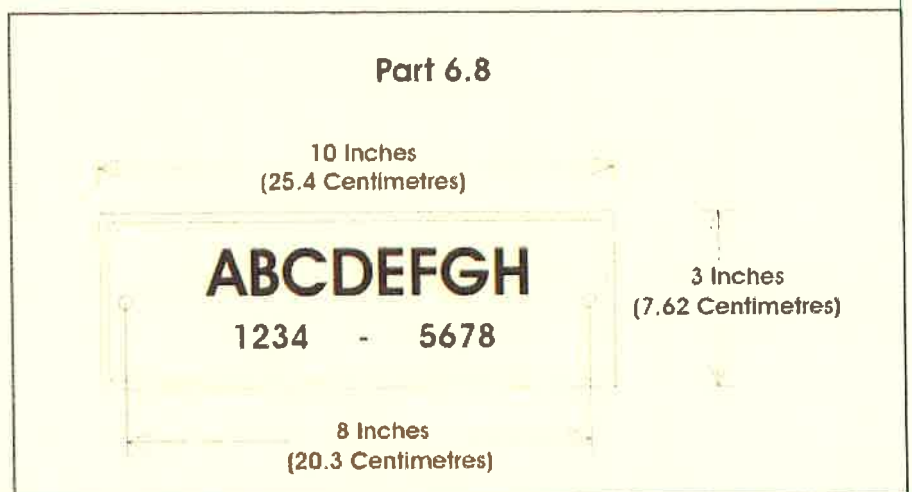
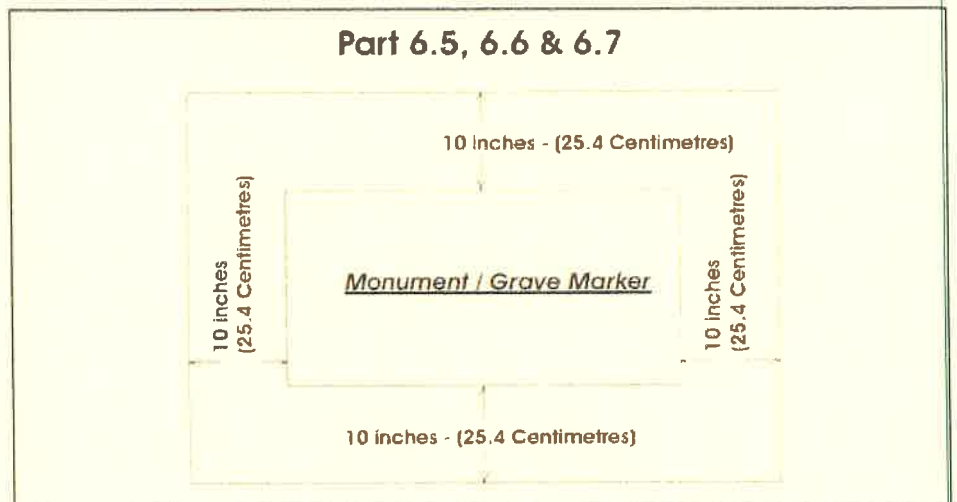
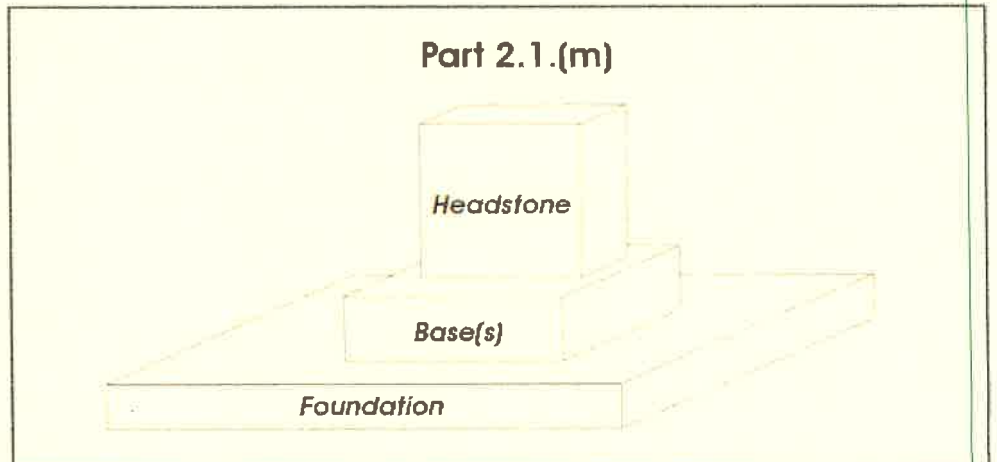
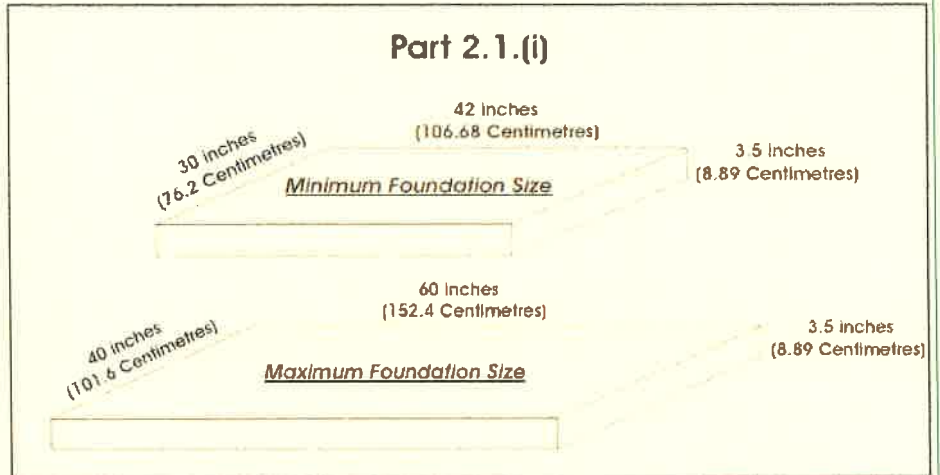
Alan Krausker
Reeve

[Signature]
Administrator



Appendix 'A'

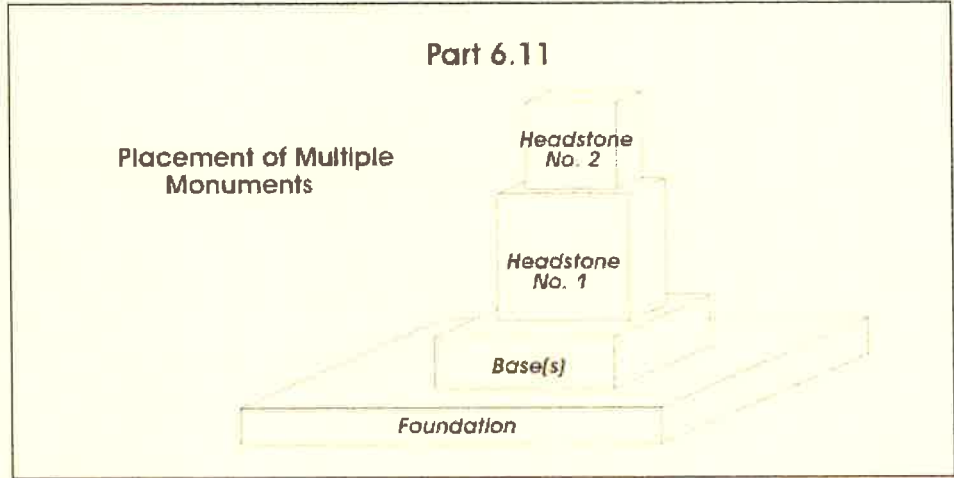
Bylaw 11-2021



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Appendix "B"

BYLAW 11-2021



Part 8.3 –SCHEDULE OF FEES FOR SERVICES

Land

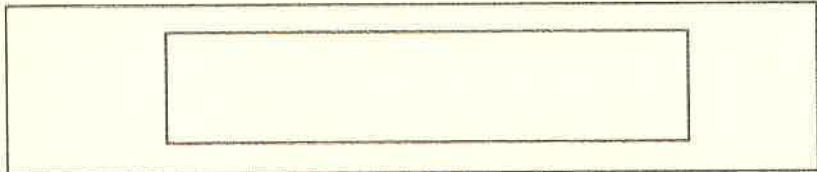
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| 1. Grave – Old Cemetery | \$ 50.00 |
| 2. Grave – New Cemetery | \$100.00 |

Services:

- | | |
|--|-------------------------|
| 1. Scattering Garden Registration Fee | \$ 50.00 |
| 2. Burial Site Fee | \$150.00 |
| Includes: | |
| - Staking fee for Grave Locating | \$100.00 |
| - Ground levelling, Grass Seeding & Monument Placement & Supervision | \$ 50.00 |
| 3. Niche Fee for Public Columbarium | \$550.00 |
| 4. Niche Plaque Program | Current Municipal costs |
| 5. Disinterment of Cremains | \$150.00 |
- All fees subject to required taxes.

Part 8.10

Placement of Interments - Body Only

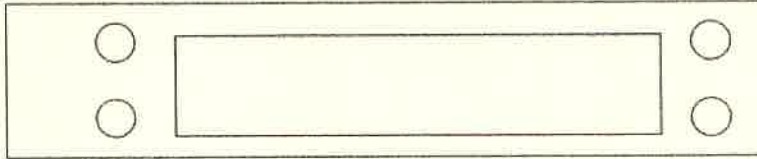


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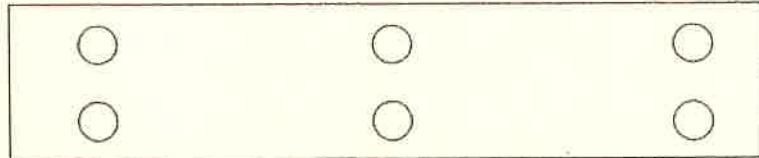
Part 8.11

Placement of Interments - Body and Cremains (Maximum of 4 Cremains)



Part 8.13

Placement of Interments - Cremains Only (Maximum of 6 Cremains)



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Appendix "C"
BYLAW 11-2021
Cremains Indemnity Agreement

This **INDEMINITY AGREEMENT** (the agreement) made this _____ day of _____, 20___. (Execution date)

Between

The R.M. of Laurier No. 38
Box 219 Radville, Saskatchewan S0C 2G0
(Herein after known as the indemnitee)

AND

The Family of the deceased

(Herein after known as the indemnifier)

Where as the family of the deceased _____ whose cremation remains cremated under _____ Certificate registration number _____ and buried in the Radville Laurier Cemetery (note if buried on full body or other cremations) at Block __ Lot __ Grave __, wishes to exhume the cremated remains and (relocate add other cremains or items), the Indemnitee desires protection against any liability, claim, suit, action loss or damage that may result from this action.

Therefore, the Indemnifier agrees to the following:

1. The R.M. of Laurier #38 (the indemnitee) is hereby indemnified against all likely claims that may arise from the indemnitee's action to exhume the cremated remains as described in the background information, including any damage to headstones, caskets, urns and surrounding gravesites, and any other unforeseen damages that may arise from this action. The indemnifier assumes all moral and legal responsibility in the exhuming of _____ cremains including the responsibility of exhuming the correct cremains and the cost to remedy all damages.
2. "R.M. of Laurier No. 38 shall mean all Council members, staff and contracted workers past and present.
3. "Expenses" shall mean all costs incurred including any claims or actions brought against the indemnitee and shall include any and all legal costs.
4. Notice of Claim means a notice that been provided by the indemnitee to the indemnifier describing a claim or action that has being brought by a third party.
5. Under this agreement indemnification will be unlimited as to any amount.
6. The rights and obligations of the indemnifier and indemnitee are nontransferable either in whole or part.
7. The Courts of the Province of Saskatchewan are to have jurisdiction to decided and settle any disputes or claims arising out of this agreement.

IN WITNESS where of the Indemnitee and Indemnifier have duly affixed their signatures this _____ Day of _____ 20_____.

R.M. OF Laurier #38 (Indemnitee)

(signature)

(seal)

(Print name and position)

Family of _____ (Indemnifier)

(signature)

(witness)

(Print name and position)